

<i>SERFF Tracking Number:</i>	<i>WAUS-125970950</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Employers Insurance Company of Wausau, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AUF-CW-038-08</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Commercial Automobile</i>		
<i>Project Name/Number:</i>	<i>Wausau Express Enhancement Endorsement/AUF-CW-038-08</i>		

## Filing at a Glance

Companies: Employers Insurance Company of Wausau, Wausau Business Insurance Company, Wausau Underwriters Insurance Company

Product Name: Commercial Automobile	SERFF Tr Num: WAUS-125970950	State: Arkansas
TOI: 20.0 Commercial Auto	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 20.0001 Business Auto	Co Tr Num: AUF-CW-038-08	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Author: Michelle Skidmore1	Disposition Date: 01/06/2009
	Date Submitted: 01/02/2009	Disposition Status: Approved
Effective Date Requested (New): 03/01/2009		Effective Date (New): 03/01/2009
Effective Date Requested (Renewal): 03/01/2009		Effective Date (Renewal): 03/01/2009

State Filing Description:

## General Information

Project Name: Wausau Express Enhancement Endorsement	Status of Filing in Domicile: Pending
Project Number: AUF-CW-038-08	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 01/06/2009	
State Status Changed: 01/06/2009	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
PROJECT # AUF-CW-038-08	

EMPLOYERS INSURANCE COMPANY OF WAUSAU -11121458  
 WAUSAU UNDERWRITERS INSURANCE COMPANY – 11126042  
 WAUSAU BUSINESS INSURANCE COMPANY – 11126069

*SERFF Tracking Number:* WAUS-125970950 *State:* Arkansas  
*First Filing Company:* Employers Insurance Company of Wausau, ... *State Tracking Number:* EFT \$50  
*Company Tracking Number:* AUF-CW-038-08  
*TOI:* 20.0 Commercial Auto *Sub-TOI:* 20.0001 Business Auto  
*Product Name:* Commercial Automobile  
*Project Name/Number:* Wausau Express Enhancement Endorsement/AUF-CW-038-08

## COMMERCIAL AUTOMOBILE

RE: WA8510 01-09 Wausau EXPRESS Auto Enhancement Endorsement revised

REQUESTED EFFECTIVE DATE: March 1, 2009

The captioned companies submit endorsement WA8510 01-09, for your review and approval for use with the Business Auto coverage form. The endorsement has been revised to provide additional coverage enhancements and clarification of current coverage as indicated within the endorsement and is noted accordingly on the enclosed inventory.

If you should have any questions or concerns please feel free to contact me. I look forward to your review and approval of this submission.

Sincerely,

Michelle Skidmore  
State Filings Analyst  
1-877-792-8728 Ext 3203  
Fax: 1-715-842-6828  
Michelle.skidmore@wausau.com  
Enclosures

## Company and Contact

### Filing Contact Information

Michelle Skidmore, State Filings Analyst  
P.O. Box 8017

michelle.skidmore@wausau.com  
(877) 792-8728 [Phone]

SERFF Tracking Number: WAUS-125970950 State: Arkansas  
First Filing Company: Employers Insurance Company of Wausau, ... State Tracking Number: EFT \$50  
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TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto  
Product Name: Commercial Automobile  
Project Name/Number: Wausau Express Enhancement Endorsement/AUF-CW-038-08

Wausau, WI 54402-8017 (715) 842-6828[FAX]

**Filing Company Information**

Employers Insurance Company of Wausau	CoCode: 21458	State of Domicile: Wisconsin
P O Box 8017	Group Code: 111	Company Type:
Wausau, WI 54402-8017	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 39-0264050	

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Wausau Business Insurance Company	CoCode: 26069	State of Domicile: Wisconsin
P O Box 8017	Group Code: 111	Company Type:
Wausau, WI 54402-8017	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 36-3522250	

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Wausau Underwriters Insurance Company	CoCode: 26042	State of Domicile: Wisconsin
P O Box 8017	Group Code: 111	Company Type:
Wausau, WI 54402-8017	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 39-1341459	

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<i>SERFF Tracking Number:</i>	<i>WAUS-125970950</i>	<i>State:</i>	<i>Arkansas</i>
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<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Commercial Automobile</i>		
<i>Project Name/Number:</i>	<i>Wausau Express Enhancement Endorsement/AUF-CW-038-08</i>		

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50 per form filing
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Employers Insurance Company of Wausau	\$50.00	01/02/2009	24801008
Wausau Business Insurance Company	\$0.00	01/02/2009	
Wausau Underwriters Insurance Company	\$0.00	01/02/2009	

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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Llyweyia Rawlins	01/06/2009	01/06/2009

<i>SERFF Tracking Number:</i>	<i>WAUS-125970950</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>Wausau Express Enhancement Endorsement/AUF-CW-038-08</i>		

## Disposition

Disposition Date: 01/06/2009  
Effective Date (New): 03/01/2009  
Effective Date (Renewal): 03/01/2009  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Supporting Document</b>	Inventory-Side by Side	Approved	Yes
<b>Form</b>	Wausau EXPRESS Auto Enhancement Endorsement	Approved	Yes

SERFF Tracking Number: WAUS-125970950 State: Arkansas

First Filing Company: Employers Insurance Company of Wausau, ... State Tracking Number: EFT \$50

Company Tracking Number: AUF-CW-038-08

TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto

Product Name: Commercial Automobile

Project Name/Number: Wausau Express Enhancement Endorsement/AUF-CW-038-08

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Wausau EXPRESS Auto Enhancement Endorsement	WA8510	01-09	Endorseme Replaced nt/Amendm ent/Condi ti ons	Replaced Form #:0.00 WA8510 03-08 Previous Filing #: AUF-CW-003-08		WA8510 0109.pdf



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **Wausau EXPRESS<sup>SM</sup> Auto Enhancement Endorsement**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

- I. Newly Acquired or Formed Organizations**
- II. Employees as Insureds**
- III. Lessor - Additional Insured and Loss Payee**
- IV. Supplementary Payments - Increased Limits**
- V. Fellow Employee Coverage**
- VI. Personal Property of Others**
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto**
- VIII. Airbag Coverage**
- IX. Tapes, Records and Discs Coverage**
- X. Audio, Visual and Data Electronic Equipment Coverage**
- XI. Physical Damage Deductible - Single Deductible**
- XII. Physical Damage Deductible - Glass**
- XIII. Physical Damage Deductible - Vehicle Tracking System**
- XIV. Duties in Event of Accident, Claim, Suit or Loss**
- XV. Unintentional Failure to Disclose Hazards**
- XVI. Worldwide Liability Coverage - Hired and Nonowned Autos**
- XVII. Hired Auto Physical Damage**
- XVIII. Auto Medical Payments Coverage Increased Limits**
- XIX. Drive Other Car Coverage - Broadened Coverage for Designated Individuals**
- XX. Rental Reimbursement Coverage**
- XXI. Notice of Cancellation or Nonrenewal**
- XXII. Loan/Lease Payoff Coverage**
- XXIII. Limited Mexico Coverage**
- XXIV. Waiver of Subrogation**

### **I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided;

- A.** There is no similar insurance available to that organization;
- B.** Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
  - 1.** The 90th day after you acquire or form the organization, or
  - 2.** The end of the policy period, whichever is earlier; and
- C.** The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

### **II. EMPLOYEES AS INSURED**

Paragraph A. 1. Who Is An Insured of SECTION II - LIABILITY COVERAGE is amended to add:

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Your "employee" is an insured while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

### **III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE**

**A.** Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

**B.** For any "leased auto" that is a covered "auto" under SECTION II - LIABILITY COVERAGE, the Who is an Insured provision is changed to include as an insured the lessor of the "leased auto." However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a leased "auto" with the permission of any of the above.

#### **C. Loss Payee Clause**

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto."
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto," we will obtain his or her rights against any other party.

#### **D. Cancellation**

1. We may cancel the policy as allowed by the CANCELLATION COMMON POLICY CONDITION. If we cancel the policy, we will mail notice to lessors of "leased autos" which are on file with the company. Such notice will be the greater of 30 days or the same notice period we afford you.
2. If you cancel the policy, we will promptly mail a notice to lessors of "leased autos" on file with the company confirming:
  - a. That you have initiated cancellation of the policy, and
  - b. The effective date of the cancellation.
3. Cancellation ends this agreement.

**E.** The lessor is not liable for payment of your premiums.

**F.** For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto."

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the

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covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

#### **IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS**

Subparagraph A.2.a. (2) and A.2.a.(4) of SECTION II -- LIABILITY COVERAGE are deleted and replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including the actual loss of earnings up to \$500 a day because of time off from work.

#### **V. FELLOW EMPLOYEE COVERAGE**

A. Exclusion B. 5. of SECTION II -LIABILITY COVERAGE is deleted and replaced with the following:

##### **5. FELLOW EMPLOYEE**

"Bodily injury" to any fellow "employee" of an "insured" arising out of and in the course of the fellow "employee" employment, except for any insured named in the Fellow Employee Schedule of Employees. However, no "employee" is an "insured" for "bodily injury" to a co-employee if such co-employee's exclusive remedy is provided under a workers compensation law or any similar law.

B. For the purpose of Fellow Employee Coverage only, paragraph B.5. of BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

#### **VI. PERSONAL PROPERTY OF OTHERS**

Exclusion 6. in SECTION II - LIABILITY COVERAGE for a covered "auto" is amended to add:

The CARE, CUSTODY OR CONTROL exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your employees or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per accident. Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

#### **VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO**

- A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows: The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.
- B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following: If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

#### **VIII. AIRBAG COVERAGE**

Exclusion B.3.a.in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

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This exclusion does not apply to the accidental discharge of an airbag.

#### **IX. TAPES, RECORDS AND DISCS COVERAGE**

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

**a.** Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

- 1) Are your property or that of a family member, and
- 2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

#### **X. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

Exclusions B.4.c. and B.4.d. of SECTION III - PHYSICAL DAMAGE COVERAGE are deleted and replaced with the following:

- c.** Any electronic equipment that receives or transmits audio, visual, data or global positioning signals, unless such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from a housing that is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" (This coverage does not apply to global positioning units that are mounted by a suction bracket.); or
- d.** Any accessories used with any electronic equipment excluded from coverage per subparagraph c. above.

#### **XI. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE**

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

##### **D. DEDUCTIBLE**

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos."

#### **XII. PHYSICAL DAMAGE DEDUCTIBLE - GLASS**

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

#### **XIII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM**

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

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Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

#### **XIV. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Subparagraphs A.2.a. and A.2.b. of SECTION IV- BUSINESS AUTO CONDITIONS are changed to:

- a.** In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident," claim, "suit" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident," claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident," claim, "suit" or "loss" from your agent, servant, or "employee."

- b.** Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

#### **XV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

#### **XVI. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS**

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to include the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

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- a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit."

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

## **XVII. HIRED AUTO PHYSICAL DAMAGE**

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:
1. The most we will pay for coverage afforded by this endorsement is the lesser of:
    - a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality, or
    - b. The actual cash value of such covered "auto" at the time of the "loss".
  2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss."
  3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- B. For each covered "auto," our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger autos that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVII of this endorsement does not apply.

- C. Paragraph A.4.b. of the Physical Damage Coverage is replaced by:

**b. Loss of Use Expenses**

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For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto,"
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto," or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

#### **XVIII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS**

For any covered "loss," the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident." This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos," "insureds," premiums paid, claims made, or vehicles involved in the "accident,"

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVIII of this endorsement does not apply.

#### **XIX. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS**

**A.** This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule.

**B.** SECTION II - LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car Schedule or by his or her spouse while a resident of the same household except:
  - a. Any "auto" owned by that individual or by any member of his or her household, or
  - b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos."

2. The following is added to Who Is An Insured:

Any individual named in the Schedule and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in paragraph B.1. of this endorsement.

**C.** Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to Who Is An Insured:

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Any individual named in the Schedule and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member."

**D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:**

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Schedule or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household, or
2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos."

**E. For purposes of this endorsement, SECTION V - DEFINITIONS is amended to add the following:**  
"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

**XX. RENTAL REIMBURSEMENT COVERAGE**

- A.** For any owned "covered auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto." Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto." No deductibles apply to this coverage.
- B.** We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- C.** Our payment is limited to the lesser of the following amounts:
1. Necessary and actual expenses incurred, or
  2. \$30 per day with a maximum of \$900 in any one period.
- D.** This coverage does not apply:
1. While there are spare or reserve "autos" available to you for your operations: or
  2. If coverage is provided by another endorsement attached to this policy.
- E.** If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under paragraph 4 Coverage Extension of Section III - Physical Damage Coverage of the Business Auto Coverage Form or Section VII of this endorsement.



## **XXI. NOTICE OF CANCELLATION OR NONRENEWAL**

**A.** Paragraph A. 2. of the COMMON POLICY CONDITIONS is changed to:

**2.** We may cancel or non-renew this policy, by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:

**a.** for reasons of non-payment, the greater of:

**(1)** 10 days, or

**(2)** the number of days specified in any other Cancellation Condition attached to this policy; or

**b.** for reasons other than non-payment, the greater of:

**(1)** 60 days,

**(2)** the number of days shown in the Cancellation and Non-renewal Schedule, or

**(3)** the number of days specified in any other Cancellation Condition attached to this policy,

prior to the effective date of the cancellation or non-renewal.

**B.** All other terms of Paragraph A., of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

## **XXII. LOAN/LEASE PAYOFF COVERAGE**

The following is added to Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a "total loss" to a covered "auto" of the "private passenger type" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less;

**1.** The amount paid under the Physical Damage Coverage Section of the policy, and

**2.** Any;

**a.** Overdue lease/loan payments at the time of the "loss,"

**b.** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.

**c.** Security deposits not returned by the lessor;

**d.** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

**e.** Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1500 for each covered "auto".

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### XXIII. LIMITED MEXICO COVERAGE

#### **WARNING**

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

#### **A. Coverage**

1. Paragraph **B. 7** of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
  - b. While on a trip into Mexico for 10 days or less; and
  - c. The covered "auto" is a private passenger or station wagon type or an "auto" of the pickup or van type.
2. For coverage provided by this Section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

- #### **B. Physical Damage Coverage** is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value, of such "loss" at the nearest United States point where the repairs can be made.

#### **C. Additional Exclusions**

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

### XXIV- WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV- BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of accident, to waive rights of recovery against such person or organization.

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<i>SERFF Tracking Number:</i>	<i>WAUS-125970950</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Employers Insurance Company of Wausau, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AUF-CW-038-08</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Commercial Automobile</i>		
<i>Project Name/Number:</i>	<i>Wausau Express Enhancement Endorsement/AUF-CW-038-08</i>		

## **Rate Information**

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>WAUS-125970950</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Employers Insurance Company of Wausau, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AUF-CW-038-08</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Commercial Automobile</i>		
<i>Project Name/Number:</i>	<i>Wausau Express Enhancement Endorsement/AUF-CW-038-08</i>		

## Supporting Document Schedules

<b>Bypassed -Name:</b>	Uniform Transmittal Document- Property & Casualty	<b>Review Status:</b>	Approved	01/06/2009
<b>Bypass Reason:</b>	NA			
<b>Comments:</b>				

<b>Satisfied -Name:</b>	Inventory-Side by Side	<b>Review Status:</b>	Approved	01/06/2009
<b>Comments:</b>				
<b>Attachments:</b>				
	Wausau Expressinventory2009.pdf			
	cw side by side.pdf			

## Wausau Express Inventory

New Form # & Edition Date	Revised/ Discontinued Form # & Edition Date	Title/Purpose/Pricing	Optional or Mandatory Restricts or Broadens Coverage Premium Charge – Yes or No		
WA8510 01-09	WA8510 03-08	<p>Wausau EXPRESS Auto Enhancement This endorsement has been revised to:</p> <ul style="list-style-type: none"> <li>• Add New lee Acquired or Formed Organizations;</li> <li>• Revised Lessor Additional Insured and Loss Payee to exclude insured status for employees or agents of the lessor for liability as a result of their own acts or omissions;</li> <li>• Provide coverage for Global Positioning units and clarify that Audio, Visual and Electronic Equipment Coverage does not apply to GPS units that are not permanently mounted;</li> <li>• Provide reduction in deductible if vehicle was recovered through the use of a GPS unit – currently applies for radio tracking devise;</li> <li>• Add Hired Physical Damage coverage for light commercial units up to 10,000 pounds gross vehicle weight;</li> <li>• Changed Loss of Use Expense to provide coverage for private passenger and light commercial units up to 10,000 pounds @\$30 per day subject to a \$900 maximum;</li> <li>• Revised the rental reimbursement coverage to clarify that coverage applies only to owned autos that are covered for physical damage and the limit is \$30 per day with a \$900 maximum for any one period; and</li> <li>• Loan/Lease Payoff is amended to add coverage for loans (currently only leases) and remove the limitation that coverage only applies to autos leased for six months or more.</li> </ul>	O	B	Y

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## Wausau EXPRESS<sup>SM</sup> Auto Enhancement Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MM

I. Newly Acquired or Formed Organizations

II Employees as Insureds

III. Lessor - Additional Insured ~~Lessor and~~ Loss Payee

~~III~~IV. Supplementary Payments - Increased Limits

~~IV~~V. Fellow Employee Coverage

~~V~~VI. Personal Property of Others

~~I~~VII. Additional Transportation Expense and Cost to Recover Stolen Auto

~~VII~~VIII. Airbag Coverage

~~VIII~~IX. Tapes, Records and Discs Coverage

~~IX~~X. Audio, Visual and Data Electronic Equipment Coverage

~~X~~XI. Physical Damage Deductible - Single Deductible

~~XI~~XII. Physical Damage Deductible - Glass

~~XII~~XIII. Physical Damage Deductible - (Radio Frequency) Vehicle Tracking System

~~XIII~~XIV. Duties in Event of Accident, Claim, Suit or Loss

~~XIV~~XV. Unintentional Failure to Disclose Hazards

~~XV~~XVI. Worldwide Liability Coverage - Hired and Nonowned Autos

~~XVI~~XVII. Hired Auto Physical Damage

~~XVII~~XVIII. Auto Medical Payments Coverage Increased Limits

~~XVIII~~XIX. Drive Other Car Coverage - Broadened Coverage for Designated Individuals

~~XIX~~XX. Rental Reimbursement Coverage

~~XX~~XXI. Notice of Cancellation or Nonrenewal

~~XXI~~XXII. Loan/Lease Payoff Coverage

~~XXII~~XXIII. Limited Mexico Coverage

~~XXIII~~XXIV. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

A. There is no similar insurance available to that organization;

B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:

1. The 90<sup>th</sup> day after you acquire or form the organization, or

2. The end of the policy period, whichever is earlier; and

B. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

~~I-~~ II. EMPLOYEES AS INSUREDS

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**03-0801-09**

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Paragraph A. 1. Who Is An Insured of SECTION II - LIABILITY COVERAGE is amended to add:

Your "employee" is an insured while using with your permission a covered "auto" you ~~don't~~do not own, hire or borrow in your business or your personal affairs.

### **III. LESSOR - ADDITIONAL INSURED ~~-LESSOR~~ AND LOSS PAYEE**

- A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.
- B. For any "leased auto" that is a covered "auto" under SECTION II - LIABILITY COVERAGE, the Who is an Insured provision is changed to include as an insured the lessor of the "leased auto." However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

You.

1.

1.

Any of your "employees" or agents; or

2.

3. Any person, except the lessor or any "employee" or agent of the lessor, operating a leased "auto" with the permission of any of the above.

-

### **C. Loss Payee Clause**

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto."
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto," we will obtain his or her rights against any other party.

### **D. Cancellation**

1. We may cancel the policy as allowed by the CANCELLATION COMMON POLICY CONDITION. If we cancel the policy, we will mail notice to lessors of "leased autos" which are on file with the company. Such notice will be the greater of 30 days or the same notice period we afford you.
2. If you cancel the policy, we will promptly mail a notice to lessors of "leased autos" on file with the company confirming:
  - a. That you have initiated cancellation of the policy, and
  - b. The effective date of the cancellation.
3. Cancellation ends this agreement.

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E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto."

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

#### **III. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS**

Subparagraph A.2.a.~~f~~. (2) and A.2.a.(4) of SECTION II -- LIABILITY COVERAGE are deleted and replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including the actual loss of earnings up to \$500 a day because of time off from work.

#### **IV. FELLOW EMPLOYEE COVERAGE**

C. — ~~A.~~ Exclusion B. 5. of SECTION II -LIABILITY COVERAGE is deleted and replaced with the following:

~~g.~~

## 5. FELLOW EMPLOYEE

"Bodily injury" to any fellow "employee" of an "insured" arising out of and in the course of the fellow "employee" employment, except for any insured named in the Fellow Employee Schedule of Employees. However, no "employee" is an "insured" for "bodily injury" to a co-employee if such co-employee's exclusive remedy is provided under a workers compensation law or any similar law.

- B. For the purpose of Fellow Employee Coverage only, paragraph B.5. of BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

## VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - LIABILITY COVERAGE for a covered "auto" is amended ~~to add~~ to add:

The CARE, CUSTODY OR CONTROL exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your employees or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per accident. ~~Payment under~~ Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

## VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- A. Paragraph A.4a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows: The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.
- B. Paragraph A.4a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following: If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

## VIII. AIRBAG COVERAGE

Exclusion B.3.a.in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

~~—~~This exclusion does not apply to the accidental discharge of an airbag.

## ~~VIII.~~IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

~~a.~~ Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

a.

- 1) Are your property or that of a family member, and
- 2) Are in a covered "auto" at the time of "loss".

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The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

## **X. ~~IX.~~ AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

Exclusions B.4.c. and B.4.d. of SECTION III - PHYSICAL DAMAGE COVERAGE are deleted and replaced with the following:

- c. Any electronic equipment that receives or transmits audio, visual ~~or~~ data or global positioning signals, unless such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from a housing that is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" (This coverage does not apply to global positioning units that are mounted by a suction bracket.); or
- d. Any accessories used with any electronic equipment excluded from coverage per subparagraph c. above.

## **XI. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE**

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

### **D. DEDUCTIBLE**

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos."

## **XII. PHYSICAL DAMAGE DEDUCTIBLE - GLASS**

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

## **XIII. PHYSICAL DAMAGE DEDUCTIBLE - ~~(RADIO FREQUENCY)~~ VEHICLE TRACKING SYSTEM**

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a ~~radio frequency~~ vehicle-tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

## **XIIIIV. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Subparagraphs A.2a. and A.2 b. of SECTION IV- BUSINESS AUTO CONDITIONS are changed to:

- a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident," claim, "suit" or "loss." Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

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Knowledge of an "accident," claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident," claim, "suit" or "loss" from your agent, servant, or "employee."

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

#### **XIV.XV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

#### **XV.XVI. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS**

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to include the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit."

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

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\_\_\_\_ Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This  
\_\_\_\_ insurance does not apply to such fines or penalties.

#### **XVII. HIRED AUTO PHYSICAL DAMAGE**

\_\_\_\_ If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the  
\_\_\_\_ following will apply:

\_\_\_\_ **A.** We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private  
passenger type hired without an operator for use in your business;

\_\_\_\_ **B.** 1. The most we will pay for coverage afforded by this endorsement is the lesser of:

**a.** The actual cost to repair or replace such covered "auto" with other property of like kind and  
    quality,  
\_\_\_\_ or

    \_\_\_\_ **b.** \_\_\_\_ The actual cash value of such covered "auto" at the time of the "loss".

\_\_\_\_ 2. An adjustment for depreciation and physical condition will be made in determining actual cash value  
in the event of a total "loss."

\_\_\_\_ 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of  
the betterment.

**B.** For each covered "auto," our obligation to pay for, repair, return or replace the covered "auto" will be  
reduced by any deductible shown in the Declarations that applies to private passenger autos that you own.  
If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos,  
this Section ~~XVI~~ XVII of this endorsement does not apply.

**C.** Paragraph A.4.b. of the Physical Damage Coverage is replaced by:

##### **b. Loss of Use Expenses**

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an  
"insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or  
hired without a driver, under a written rental contract or agreement. We will pay for loss of use  
expenses caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for  
any covered "auto,"

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is  
provided for any covered "auto," or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered  
"auto."

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

#### **XVIII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS**

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For any covered "loss," the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident." This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos," "insureds," premiums paid, claims made, or vehicles involved in the "accident,"

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

**XVIII. XIX. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS**

- A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule.
- B. SECTION II - LIABILITY COVERAGE is amended as follows:
1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car Schedule or by his or her spouse while a resident of the same household except:
    - a. Any "auto" owned by that individual or by any member of his or her household, or
    - b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos."
  2. The following is added to Who Is An Insured:

Any individual named in the Schedule and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in paragraph B.1. of this endorsement.
- C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:
- The following is added to Who Is An Insured:
- Any individual named in the Schedule and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:
- Any "auto" owned by that individual or by any "family member."
- D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:
- Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Schedule or his or her spouse while a resident of the same household except:
1. Any "auto" owned by that individual or by any member of his or her household, or
  2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos."
- E. For purposes of this endorsement, SECTION V - DEFINITIONS is amended to add the following:  
"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

**XIXXX. RENTAL REIMBURSEMENT COVERAGE**

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~~\_\_\_\_\_A. \_\_\_\_\_~~ For any owned "covered auto" for which Collision and Comprehensive Coverages are provided, ~~This endorsement applies only to those coverages indicated with a "Maximum Payments - Each Covered Auto" limit in the Rental Reimbursement section of the Schedule. It applies only to an "auto" you own.~~

~~\_\_\_\_\_B. \_\_\_\_\_~~ we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto." Such payment applies in addition to the otherwise applicable amount physical damage coverage you have on a covered "auto." No deductibles apply to this coverage.

~~\_\_\_\_\_C. \_\_\_\_\_~~ We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, ~~regardless of the policy's expiration with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.~~ This will be based on the number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

~~\_\_\_\_\_B. \_\_\_\_\_~~

~~\_\_\_\_\_C. \_\_\_\_\_~~ Our payment is limited to the lesser of the following amounts:

- ~~\_\_\_\_\_1. Necessary and actual expenses incurred, or~~
- ~~\_\_\_\_\_2. \$30 per day with a maximum of \$900 in any one period.~~

~~\_\_\_\_\_D. \_\_\_\_\_~~ This coverage does not apply:

- ~~\_\_\_\_\_1. While there are spare or reserve "autos" available to you for your operations: or~~
- ~~\_\_\_\_\_2. If coverage is provided by another endorsement attached to this policy.~~

~~We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following:~~

- ~~\_\_\_\_\_1. \_\_\_\_\_~~ The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
- ~~\_\_\_\_\_2. \_\_\_\_\_~~ The number of days shown in Item II of the Schedule or in the Declarations.

~~\_\_\_\_\_D. \_\_\_\_\_~~ Our payment is limited to the lesser of the following amounts:

- ~~\_\_\_\_\_1. Necessary and actual expenses incurred, and~~
- ~~\_\_\_\_\_2. The maximum payment started in Item II of the Schedule or in the Declarations.~~

~~\_\_\_\_\_E. \_\_\_\_\_~~ This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

~~\_\_\_\_\_E. \_\_\_\_\_~~ ~~F. \_\_\_\_\_~~ If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under paragraph 4 Coverage Extension of Section III - Physical Damage Coverage of the Business Auto Coverage Form or Section VII of this endorsement.

## **XXI. NOTICE OF CANCELLATION OR NONRENEWAL**

- A. Paragraph A. 2. of the COMMON POLICY CONDITIONS is changed to:  
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2. We may cancel or non-renew this policy, by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:

a. for reasons of non-payment, the greater of:

(1) 10 days, or

(2) the number of days specified in any other Cancellation Condition attached to this policy; or

b. for reasons other than non-payment, the greater of:

(1) 60 days,

(2) the number of days shown in the Cancellation and Non-renewal Schedule, or

(3) the number of days specified in any other Cancellation Condition attached to this policy,

prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A., of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

## **XXII. LOAN/LEASE PAYOFF COVERAGE**

A. The following is added to Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a "total loss" to a covered "auto" of the "private passenger type" ~~that is a "long term leased auto,"~~ shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less;  
~~we will also pay the difference between the actual cash value of the "auto" at the time of "loss" and the "outstanding balance" of the lease, up to a maximum difference of \$1,500 for each "long term leased auto."~~

1. The amount paid under the Physical Damage Coverage Section of the policy, and

2. Any;

a. Overdue lease/loan payments at the time of the "loss,"

b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.

c. Security deposits not returned by the lessor;

d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1500 for each covered "auto".

~~B. For the purposes of this endorsement, the following definitions are added to SECTION V - DEFINITIONS:~~

~~"Outstanding balance" means the amount you owe on the lease at the time of "total loss" less any:~~

~~1. Overdue lease payments, and penalties, interest or charges resulting from overdue payments:~~

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- ~~2. Costs for extended warranties, Credit Life insurance, Health, Accident or Disability insurance purchased with the lease;~~
- ~~3. Lease termination fees;~~
- ~~4. Security deposits not refunded by a lessor;~~
- ~~5. Carryover balance from previous lease;~~
- ~~6. Additional mileage charges or excess wear and tear charges; and~~
- ~~7. License fees or any taxes.~~
- ~~"Long term leased auto" means an "auto" leased to you under a leasing agreement for a period of not less than six months.~~
- ~~"Private Passenger type" means a private passenger, station wagon or sports utility type auto, but does not include an auto of the pickup or van type.~~
- ~~"Total loss" means a "loss" where the estimated cost of repairs plus the salvage value of the "auto" exceeds its actual cash value or the unrecovered theft of the "auto."~~
- ~~C. For the purpose of this endorsement, the following conditions apply:~~
  - ~~1. This coverage shall apply only to the original lease written on any covered "autos."~~
  - ~~2. This coverage shall apply only to "long term leased autos" which are not subject to any other lease payoff coverage on this policy or any other policy issued by us.~~

### **XXIII. LIMITED MEXICO COVERAGE**

#### **WARNING**

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

#### **A. Coverage**

1. Paragraph **B. 7** of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and

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**B. Physical Damage Coverage** is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value, of such "loss" at the nearest United States point where the repairs can be made.

**C. Additional Exclusions**

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

~~XXIII~~ XXIV- **WAIVER OF SUBROGATION**

Paragraph A.5. in SECTION IV- BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of accident, to waive rights of recovery against such person or organization.

Schedule

Premium

Liability  
Physical Damage

Total Premium

~~IV.~~ Fellow Employee

Schedule of Employees:

~~XVIII.~~ ~~XIX.~~ Drive Other Car  
Name of Individual

LIAB MP UM UIM COMP COLL

~~XIX.~~ Rental Reimbursement

			Limit
			Max. Payment Each Covered Auto
Coverage	Any One Day	No. of Days	Any One Period
<del>Comprehensive</del>			
<del>Collision</del>			

~~XXI.~~ Notice of Cancellation or Nonrenewal  
Name and Address

Number of Days

Policy No:  
Effective Date:  
Expiration Date:  
Sales Office:  
End Serial No:

Issued By: